

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (if other than item 6)		
1. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code)		(/)	9A. AMENDMENT OF SOLICITATION NO.
X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172			9B. DATED (SEE ITEM 11)
		(/)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071
			10B. DATED (SEE ITEM 11) 09/30/08
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 () The above numbered solicitation is amended as set forth in item 16. The hour and date specified for receipt of Offers () is extended, () is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 9 and 10, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
 N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(/)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

E. IMPORTANT: Contractor (X) is not, () is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 In accordance with clause G.5, CONTRACT ADMINISTRATION REPRESENTATIVES, the purpose of this modification is to change the Project Officer from Ray Worley to Joseph Vescio. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	CLAUDIA M. ARMSTRONG
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
	15D. UNITED STATES OF AMERICA
	15E. DATE SIGNED

NSN 7540-01-162-8070
 PREVIOUS EDITION UNUSABLE
 36-108
 STANDARD FORM 30 (REV 10-83)
 Prescribed by GSA
 FAR (48 CFR) 52.243

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X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172			9B. DATED (SEE ITEM 11)
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	CLAUDIA M. ARMSTRONG
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
	15D. UNITED STATES OF AMERICA
	15E. DATE SIGNED

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X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172			9B. DATED (SEE ITEM 11)
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15A. NAME AND TITLE OF SIGNER (Type or print)	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	CLAUDIA M. ARMSTRONG
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
	15D. UNITED STATES OF AMERICA
	15E. DATE SIGNED

NSN 7540-01-162-8070
 PREVIOUS EDITION UNUSABLE
 36-108
 STANDARD FORM 30 (REV 10-83)
 Prescribed by GSA
 FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-108) (AUG 1984)" has been modified. The text is as follows:

Project Officer(s) for this contract has changed from:

Project officer:

Ray Worley
U.S. EPA CEPPPO
(5184A)
1200 Pennsylvania Ave.
Washington, DC 28468
(202) 564-8721
worley.ray@epa.gov

TO:

Joseph Vescio
U.S. EPA CEPPPO
(510A)
1200 Pennsylvania Ave.
Washington, DC 28468
(282) 564-2522
vescio.joseph@epa.gov

Contract Specialist(s) responsible for administering this contract:

Ron Bell
1200 Pennsylvania Ave.
(3885R)
Washington, DC, 20406
Phone: (202) 564-4581
bell.ron@epa.gov

Administrative Contracting Officer:

Claudia M. Armstrong
1288 Pennsylvania Ave.
Mailcode: 3805R
Washington, DC, 28486
Phone: (202) 564-6679
armstrong.claudia@epa.gov

MODIFICATIONS TO THE CONTRACT

1. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)" has been modified. The text is as follows:

Project Officer(s) for this contract has changed from:

Project Officer:

Ray Worley
U.S. EPA CEPPPO
(5104A)
1280 Pennsylvania Ave.
Washington, DC 20460
(282) 564-8721
worley.ray@epa.gov

TO:

Joseph Vescio
U.S. EPA CEPPPO
(518A)
1208 Pennsylvania Ave.
Washington, DC 20468
(282) 564-2522
vescio.joseph@epa.gov

Contract Specialist(s) responsible for administering this contract:

Ron Bell
1200 Pennsylvania Ave.
(3805R)
Washington, DC, 28486
Phone: (282) 564-4581
bell.ron@epa.gov

Administrative Contracting Officer:

Claudia M. Armstrong
1280 Pennsylvania Ave.
Mailcode: 3805R
Washington, DC, 20486
Phone: (202) 564-6679
armstrong.claudia@epa.gov

MODIFICATIONS TO THE CONTRACT

1. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-108) (AUG 1984)" has been modified. The text is as follows:

Project Officer(s) for this contract has changed from:

Project Officer:

Ray Worley
U.S. EPA CEPPPO
(5184A)
1280 Pennsylvania Ave.
Washington, DC 20468
(202) 564-8721
worley.ray@epa.gov

TO:

Joseph Vescio
U.S. EPA CEPPPO
(510A)
1208 Pennsylvania Ave.
Washington, DC 28468
(202) 564-2522
vescio.joseph@epa.gov

Contract Specialist(s) responsible for administering this contract:

Ron Bell
1200 Pennsylvania Ave.
(3885R)
Washington, DC, 28486
Phone: (202) 564-4501
bell.ron@epa.gov

Administrative Contracting Officer:

Claudia M. Armstrong
1208 Pennsylvania Ave.
Mailcode: 3805R
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armstrong.claudia@epa.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071
			10B. DATED (SEE ITEM 13) 09/30/08
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) H.19 KEY PERSONNEL (EPAAR 1552.237-72) (FEB 1995) DEVIATION

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

In accordance with clause H.19, KEY PERSONNEL, the purpose of this modification is to change the Telecommunication Specialist position under H19, the Key Personnel clause from (b)(4) to (b)(4). All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section H clause entitled "Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager:

(b)(4)

Senior Emergency Management Analyst:

(b)(4)

Emergency Management Analyst:

(b)(4)

Emergency Operations Facility Manager:

(b)(4)

Senior Telecommunications Specialist:

(b)(4)

Telecommunications Specialist:

(b)(4)

EOF Secured Access Facility Manager:

(b)(4)

(b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 120-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0003	3. EFFECTIVE DATE See Block 16C	4. REQUESTION/PURCHASE REQ. NO. PR-HQ-09-11718	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1208 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (if other than item 6) CODE	8. CODE	9. CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071 9D. DATED (SEE ITEM 11) 09/30/08	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071 10B. DATED (SEE ITEM 11) 09/30/08
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
[] The above numbered solicitation is amended as set forth in item 10. The hour and date specified for receipt of offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 9 and 10, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause B.5 Limitation of Funds Notice (EP 52.232-100) (APR 1984)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add incremental funding in the amount of \$362,929.00 to the contract. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
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NSN 7540-01-152-8078
PREVIOUS EDITION UNUSABLE

30-111
STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

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X	D. OTHER (Specify type of modification and authority) Clause B.5 Limitation of Funds Notice (EP 52.232-100) (APR 1984)

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30-985
STANDARD FORM 30 (REV 10-83)
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6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (if other than item 6) CODE	8. CODE	9. CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071 9D. DATED (SEE ITEM 11) 09/30/08	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071 10B. DATED (SEE ITEM 11) 09/30/08
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
[] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 9 and 10, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See the information in item 1 in the attachment on Page 2.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause B.5 Limitation of Funds Notice (EP 52.232-108) (APR 1984)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add incremental funding in the amount of \$362,929.00 to the contract. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
--	---

NSN 7540-01-152-8078
PREVIOUS EDITION UNUSABLE

30-105
STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

BASE Period:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
N9N039	09	T	D3N	302D72C	HQ00BM00		2505	\$362,929.00	C

2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through October 2009.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

	Previous Mod No.(Original Award)	This Mod No. 3	Revised Totals
Est. Cost	\$(b)(4)		
Base Fee	\$		
Total	\$607,999.00	\$362,929.00	\$970,928.00

Base Period Current Contract Total (Contract Ceiling)	\$	1,192,398.00
Base Period Current Contract Total Funding This Mod		\$970,928.00
Amount Required to Fully Fund		\$221,470

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0004	3. EFFECTIVE DATE 05/15/09	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (if other than item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071
			10B. DATED (SEE ITEM 13) 09/30/08
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) H.19 KEY PERSONNEL (EPAAR 1552.237-72) (FEB 1995) DEVIATION

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

In accordance with Clause H.19, KEY PERSONNEL, the purpose of this modification is to add (b)(4) to the contract for a two-week programmed team transition period commencing May 16, 2009. (b)(4) will serve in the capacity of a part-time "Emergency Management Analyst." Effective June 1, 2009, (b)(4) will assume the Emergency Management Analyst position on a full-time basis. (b)(4) will assume the position of the Senior Emergency Management Analyst and (b)(4) will assume the position of Project Manager as a replacement to (b)(4) whose resignation will become effective on that date. All other terms and conditions remain unchanged. Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section H clause entitled "Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager:

(b)(4)

(b)(4)

(will assume position effective June 1, 2009)

Senior Emergency Management Analyst:

(b)(4)

(will assume position effective June 1, 2009)

Emergency Management Analyst:

(b)(4)

(will assume a part-time position for a two-week programed team transition period to commence on May 16, 2009, and assume this position full-time effective June 1, 2009)

Emergency Operations Facility Manager:

(b)(4)

Senior Telecommunications Specialist:

(b)(4)

Telecommunications Specialist:

(b)(4)

EOF Secured Access Facility Manager:

(b)(4)

(b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 120-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071
			10B. DATED (SEE ITEM 13) 09/30/08
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) H.19 Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to retroactively add (b)(4) to this contract as the Senior Telecommunications Specialist. His effective start date under this contract was November 3, 2008, as reflected in the revision to the Key Personnel clause per this modification. All other terms and conditions previously set forth remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section H clause entitled "Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager:

(b)(4)

Senior Emergency Management Analyst:

(b)(4)

Emergency Management Analyst:

(b)(4)

Emergency Operations Facility Manager:

(b)(4)

Senior Telecommunications Specialist:

(b)(4)

(retroactive start date of November 3, 2008)

Telecommunications Specialist:

(b)(4)

EOF Secured Access Facility Manager:

(b)(4)

(b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 120-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (if other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 13)
X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071	10B. DATED (SEE ITEM 13) 09/30/08
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 4 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 14A
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Administrative Change to the Statement of Work
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to correct the hours of operations for the Emergency Operations Center (EOC) of the Statement of Work to, 7:00 am to 5:30pm. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		CLAUDIA M. ARMSTRONG	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-162-8079
PREVIOUS EDITION UNUSABLE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (if other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 13)
X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071	10B. DATED (SEE ITEM 13) 09/30/08
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 4 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 14A
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Administrative Change to the Statement of Work
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to correct the hours of operations for the Emergency Operations Center (EOC) of the Statement of Work to, 7:00 am to 5:30pm. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		CLAUDIA M. ARMSTRONG	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-162-8079
PREVIOUS EDITION UNUSABLE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (if other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 13)
X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071	10B. DATED (SEE ITEM 13) 09/30/08
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 4 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 14A
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Administrative Change to the Statement of Work
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to correct the hours of operations for the Emergency Operations Center (EOC) of the Statement of Work to, 7:00 am to 5:30pm. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		CLAUDIA M. ARMSTRONG	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-162-8079
PREVIOUS EDITION UNUSABLE

MODIFICATIONS TO THE CONTRACT

1. The attachment entitled "STATEMENT OF WORK" has been modified. The text is as follows:

Statement of Work

Analytical and Technical Services to Support
the Environmental Protection Agency's
National Security Emergency Preparedness Program (NSEP)

I. BACKGROUND

The Environmental Protection Agency (EPA) Emergency Coordinator (EC) and Continuity Coordinator (CC), as delegated, plans, directs, and coordinates all matters relating to the Agency's National Security Emergency Preparedness (NSEP) program. These duties cover the formulation and dissemination of Agency policy in accordance with the provisions of Executive Order (EO) 12656, Homeland Security Presidential Directive (HSPD) 20, National Security Presidential Directive (NSPD) 51, Federal Continuity Directive (FCD) 1 and 2, National Communication System 3-10; and other directives and guidance relating to NSEP. The EC/CC oversees the development, coordination, dissemination, and implementation of supporting NSEP plans, including Continuity of Operations Plan (COOP); the selection, oversight and training of NSEP and COOP team members; and the selection, operations, and readiness maintenance of the Agency's Primary COOP facility specifically the Emergency Operations Facility (EOF) located in the Washington Greater Metropolitan Area, EPA Emergency Operations Center (EOC) at EPA's headquarters, and Emergency Relocation Site(s) (ERS).

The Director, Office of Emergency Management (DEM) also serves as the EPA EC and lead CC representative. The EPA EC/CC has overall responsibility for the NSEP and COOP programs, as well as the EOC, EOF, and ERS. The day-to-day oversight of the program is carried out by the EPA Project Officer (PO) and Work Assignment Manager(s) as assigned.

The program support activities required for those duties relating to program analysis, policy formulation and dissemination, and supporting plan development and implementation are carried out at the EPA headquarters in Washington, D.C. The support activities required for the operations and readiness maintenance of the Agency's EOF and ERS are carried out at these locations respectively.

II. INTRODUCTION OF SCOPE OF WORK

1. PRESIDENTIAL DIRECTIVE AND NATIONAL LEVEL POLICY ANALYSIS

EO 12656, HSPD 20, NSPD 51, FCD 1 & 2, and other NSEP related directives mandate that each Executive Branch Federal department and agency must develop and implement plans and programs to ensure the continuity of their critical missions and essential functions under all hazards conditions and situations associated with national security emergencies. National level policy and guidance are developed and issued by the White House, Executive Office of the President (EOP), Department of Homeland Security and the Federal Emergency

MODIFICATIONS TO THE CONTRACT

1. The attachment entitled "STATEMENT OF WORK" has been modified. The text is as follows:

Statement of Work

Analytical and Technical Services to Support
the Environmental Protection Agency's
National Security Emergency Preparedness Program (NSEP)

I. BACKGROUND

The Environmental Protection Agency (EPA) Emergency Coordinator (EC) and Continuity Coordinator (CC), as delegated, plans, directs, and coordinates all matters relating to the Agency's National Security Emergency Preparedness (NSEP) program. These duties cover the formulation and dissemination of Agency policy in accordance with the provisions of Executive Order (EO) 12656, Homeland Security Presidential Directive (HSPD) 20, National Security Presidential Directive (NSPD) 51, Federal Continuity Directive (FCD) 1 and 2, National Communication System 3-10; and other directives and guidance relating to NSEP. The EC/CC oversees the development, coordination, dissemination, and implementation of supporting NSEP plans, including Continuity of Operations Plan (COOP); the selection, oversight and training of NSEP and COOP team members; and the selection, operations, and readiness maintenance of the Agency's Primary COOP facility specifically the Emergency Operations Facility (EOF) located in the Washington Greater Metropolitan Area, EPA Emergency Operations Center (EOC) at EPA's headquarters, and Emergency Relocation Site(s) (ERS).

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2. INTER-AGENCY NSEP PLANS ANALYSIS

EO 12656 assigns to the Federal Emergency Management Agency (FEMA) responsibility to "...Coordinate and support the initiation, development and implementation of national security emergency preparedness programs and plans among Federal departments and agencies;...(and)... Coordinate the development and implementation of plans for the operation and continuity of essential domestic emergency functions of the Federal Government during national security emergencies... . 6 In carrying out these missions, the FEMA has published numerous operations plans, preparedness circulars, and general guidance to be used by the other Federal departments and agencies (O/A) in developing their own NSEP and Continuity of Operations plans (COOP). Additionally many other department and agencies have developed and implemented their own NSEP and COOP; many of which may directly and/or indirectly impact on the EPA. All documents that are made available to the EPA must be thoroughly analyzed to identify the actual and potential impacts on the Agency's infrastructure, resources, and mission capabilities.

3. NON-NSEP EMERGENCY PLANNING IMPACT ANALYSIS

Under the provisions of the National Response Framework (NRF), the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), and the Federal Radiological Emergency Response Plan (FRERP), the EPA has been assigned certain authorities and responsibilities as the Lead Federal Agency in responding to the catastrophic and environmental disasters covered by these three plans. The EPA EC serves as the Emergency Support Function #10 (ESF #10) National Chair and support representative to the Associate Administrator (AA) in the AAEs role of liaison to the Domestic Readiness Group (DRG) representative under the NRF and the Co-Chairperson of the National Response Team under the NCP. To ensure EPA's NSEP program does not conflict with and/or contradict EPA's authorities and responsibilities under the NRF, NCP, FRERP, an NSEP analysis of these documents must be made. Additionally, there are numerous other EPA and non-NSEP emergency plans, policies, directives, and guidance, as well as other federal D/A non-NSEP emergency plans in which EPA has defined authorities and/or responsibilities. These must also be analyzed to identify actual and potential impacts on EPA's NSEP program. Any identified impacts, conflicts, contradictions, etc. must then be reconciled through revisions to the appropriate policies, directives, plans, etc.

4. NSEP PROGRAM SUPPORT

Tasks will include support of EPA's Emergency Preparedness Advisory Committee (EPAC). The required technical support shall include review of messages, cables, and other official classified and unclassified correspondence to identify emergency/crisis information contained therein; and prepare technical responses to questions and issues identified by the EPA PO by researching these questions and issues, performing any limited analysis required, administrative/logistical committee access/coordination and responding with

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the requested information (e.g. alternatives, recommendations, plans, etc.)

5. NSEP EMERGENCY OPERATIONS

During a national security emergency, the EPA EC/CC is responsible for managing the Agency's NSEP teams' notification, activation, and deployment; ensuring that the teams have the equipment/systems (working with IT team) and staff support necessary to carry out their assigned missions; and coordinating the operations of these teams at their deployed location(s).

6. EPA NSEP AND COOP STRATEGY AND GUIDANCE DEVELOPMENT

The EPA EC/CC is responsible for the oversight and coordination of the Agency's NSEP and COOP implementation program. This includes the development and dissemination of policy and planning guidance, within the EPA concerning the NSEP and COOP programs and coordinating their implementation throughout the Agency.

7. CONTINUITY OF OPERATIONS PLANNING

Based on national level guidance and EPA implementing policy and guidance, the EPA must have a viable COOP program ensuring its ability to carry out its critical essential functions under all hazards emergency conditions; i.e. environmental emergencies, natural disasters, terrorist attacks, nuclear/biological/chemical emergencies, etc.. The EPA COOP must address the continuity of operations throughout the Agency (i.e. headquarters, regions, laboratories, etc.), continuity of coordination with the White House and other Federal D/A, and continuity of coordination with state and local emergency and environmental offices and organizations as appropriate.

8. NSEP AND COOP TRAINING AND EXERCISE PROGRAM DEVELOPMENT AND ANALYSIS

EPA policies, plans, procedures, and systems supporting NSEP and COOP activities must be exercised frequently to ensure the existence of an adequate capability to respond to emergencies. Additionally, EPA must be a player in national level exercises, especially those sponsored by FEMA and the White House, as well as selected exercises and training sponsored by other D/A. This involves the identification of exercises, scenario development and Master Scenario Events List (MSEL) preparation, development and preparation of MSEL implementation instructions (MSEL Implementers), Control Staff Instructions (COSINS), Pre- and Post-Exercise Briefings, Exercise Plans (EXPLANS), and Evaluation Plans (EVALPLANS), Exercise After-Action Reports, and Critique Reports. EPA personnel will participate in exercises as Players and as members of the Exercise Control Staff or Director's Staff to collect and evaluate data and to help ensure exercise continuity. Post exercise activities include "hot washes", after action reports; post exercise player and controller meetings, and other similar actions which help with the identification and tracking of "lessons learned".

9. EMERGENCY OPERATIONS FACILITY (EOF) AND MAINTENANCE

The EPA has facilities designated for emergency operations at locations for which the EPA EC/CC has overall management and operational responsibility. The site designated as the EOF for EPA headquarters is currently a government owned, contractor maintained facility. The facility is maintained in an

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The EPA has facilities designated for emergency operations at locations for which the EPA Emergency Coordinator has overall management and operational responsibility. The site designated as the EOC is currently government owned and located in the Federal Triangle Complex in the Ariel Rios building. It is operated by the EPA EOC Team Leader and National Security Information Manager, with contractor-provided technical support for operations and maintenance of facility. The facility is maintained in an "operational readiness status" and is capable of attaining "full operational status" in a short period of time and sustaining a headquarters Emergency Operations Team for extended periods of time under national security emergency conditions. Contractor team currently maintains communications equipment installed as part of National Communication System 3-10. The IT components are managed by other entities with contractor serving as a liaison for login access procedures assistance for EPA employees. The contractor also maintains a list of essential personnel and EOC personnel access and coordinates with other EPA offices as appropriate.

III. TASKS

PLEASE NOTE: The Contractor shall submit all analyses, plans, recommendations reports and training materials required under this contract in draft for critical review by the Contracting Officer or the Contracting Officer's representative (COR). The Government will make all final regulatory, policy and interpretive decisions resulting from Contractor-provided technical support under this contract and the final technical support under this contract and the final decision on all contractor-provided recommendations. The Contractor shall not publish or otherwise distribute or discuss any work product generated under this contract without obtaining EPA's express written approval. When submitting materials or reports that contain recommendations, the Contractor shall explain rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; detail the methods and considerations upon which the recommendations are based. The Contractor shall not provide any legal service to EPA under the Contract.

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1. PRESIDENTIAL DIRECTIVE AND NATIONAL LEVEL POLICY ANALYSIS

The contractor shall analyze pertinent Presidential directives and other

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Sub-Task 1.1: Based on criteria and technical guidance provided by the EPA PO, review and analyze EOs, National Security Presidential Directives (NSPD), Homeland Security Presidential Directives (HSPD), Presidential Emergency Action Documents (PEAD), Presidential Decision Directives (PDD), White House memorandum/directives, and other NSEP related correspondence (both classified and unclassified) and develop a synopsis of all items relating to and/or impacting (directly and indirectly) the EPA.

Sub-Task 1.2: Based upon the review and analysis stated above and for specific items identified by the EPA PO, develop detailed reports pertaining to the specific impacts on the EPA and including a minimum of two options addressing implementation by the Agency and/or mitigation of the impact on the Agency. All reports shall be reviewed and approved by the EPA PO prior to implementation and use.

2. INTER-AGENCY NSEP PLANS ANALYSIS

The contractor shall analyze FEMA developed NSEP Inter-Agency policies, directives, and guidance as well as other Federal D/A NSEP and COOP for the purpose of identifying actual and potential impacts on and/or planning benefits to the EPA. The documents to be reviewed and analyzed will be provided to the contractor as they are issued to the EPA. Historically an average of three to four NSEP documents have been issued each year by FEMA which would require review and analysis. However, if an event that threatens national security should occur, the number increase may occur (approximately eight to ten) and would be expected to stay higher for the near future. Specific Sub-tasks the contractor shall perform are:

Sub-Task 2.1: Based on criteria and technical guidance provided by the EPA PO, review and analyze FEMA developed plans, policies, and guidance (both classified and unclassified) relating to NSEP and COOP and develop a synopsis of all items relating to and/or impacting (directly and indirectly) the EPA.

Sub-Task 2.2: Based upon the review and analysis stated above and for specific items identified by the EPA PO, provide detailed reports pertaining to the specific impacts and/or planning benefits to the EPA and recommend at least two options addressing implementation by the Agency and/or mitigation of the impact on the Agency. All reports shall be reviewed and approved by the EPA PO prior to implementation and use.

3. NON-NSEP EMERGENCY PLANNING IMPACT ANALYSIS

The contractor shall analyze EPA non-NSEP emergency plans, policies, directives, and guidance as well as other Federal D/A non-NSEP emergency plans in which EPA has defined authorities and/or responsibilities for the purpose of identifying actual and potential impacts (as defined by the criteria and

national level NSEP policies, directives, and guidance for the purpose of identifying actual and potential impacts on the EPA. The documents to be reviewed and analyzed will be provided to the contractor when they are issued to the EPA. Historically an average of three to four national level NSEP documents have been issued each year which would require review and analysis. However, if an event that threatens national security should occur, the number increase may occur (approximately eight to ten) and would be expected to stay higher for the near future. Specific Sub-tasks the contractor shall perform are:

Sub-Task 1.1: Based on criteria and technical guidance provided by the EPA PO, review and analyze EOs, National Security Presidential Directives (NSPD), Homeland Security Presidential Directives (HSPD), Presidential Emergency Action Documents (PEAD), Presidential Decision Directives (PDD), White House memorandum/directives, and other NSEP related correspondence (both classified and unclassified) and develop a synopsis of all items relating to and/or impacting (directly and indirectly) the EPA.

Sub-Task 1.2: Based upon the review and analysis stated above and for specific items identified by the EPA PO, develop detailed reports pertaining to the specific impacts on the EPA and including a minimum of two options addressing implementation by the Agency and/or mitigation of the impact on the Agency. All reports shall be reviewed and approved by the EPA PO prior to implementation and use.

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The contractor shall analyze EPA non-NSEP emergency plans, policies, directives, and guidance as well as other Federal D/A non-NSEP emergency plans in which EPA has defined authorities and/or responsibilities for the purpose of identifying actual and potential impacts (as defined by the criteria and

technical guidance provided by the EPA PO) on EPA's NSEP program. The documents to be reviewed and analyzed will be provided to the contractor as they are received by EPA. Historically an average of two or three non-NSEP emergency plans have been issued / revised each year which would require review and analysis. Specific Sub-tasks the contractor shall perform are:

Sub-Task 3.1: Based on criteria and technical guidance provided by the EPA PO, review and analyze the FRP, the NCP, and the FRERP and develop a synopsis of all items relating to and/or impacting (directly and indirectly) EPA's NSEP program.

Sub-Task 3.2: Based upon the review and analysis stated above and for specific items identified by the EPA PO, prepare detailed reports pertaining to the specific impacts on EPA's NSEP program and including at least two possible options addressing each impact identified. All reports shall be reviewed and approved by the EPA PO prior to implementation and use.

4. NSEP PROGRAM SUPPORT

Tasks will include technical support of EPA's Emergency Preparedness Advisory Committee (EPAC).

Sub-Task 4.1: Undertake short-term special studies, conduct reviews and analysis of various directives, plans, memoranda, messages, cables, and other similar correspondence, related to EPA's NSEP, COOP, and anti-Terrorist programs;

Sub-Task 4.2: Attend meetings for the purpose of providing technical support in the identification of key issues arising from each meeting, analyzing key issues, identification of alternatives or potential solutions, compilation of material (briefings, position papers, etc.) to be presented at each meeting, and dissemination of information on significant actions, agreements, and findings of each meeting.

5. NSEP EMERGENCY OPERATIONS

The contractor shall provide specialized technical support to deploy EPA NSEP teams during national security emergencies; attendance at meetings for the purpose of identifying key issues arising from each meeting, analysis of key issues including identification of proposed alternatives or potential solutions, compilation of material (briefings, position papers, etc.) to be presented at each meeting, and dissemination of information on significant actions, agreements, and findings of each meeting.

Sub-Task 5.1: The contractor will be required to deploy to a to be determined location within twelve (12) hours of receipt of the activation notification to provide technical support.

6. EPA NSEP AND COOP STRATEGY AND GUIDANCE TECHNICAL SUPPORT

The contractor shall provide technical support to EPA in the development of internal EPA policies, directives, guidance and strategic direction pertaining to NSEP and COOP program planning and implementation within the EPA. All contractor recommended policies, directives, and guidance developed under this task shall be reviewed and approved by the EPA PO prior to implementation and use.

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Sub-Task 3.1: Based on criteria and technical guidance provided by the EPA PO, review and analyze the FRP, the WCP, and the FRERP and develop a synopsis of all items relating to and/or impacting (directly and indirectly) EPA's NSEP program.

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Sub-Task 6.1: Provide draft recommendations to EPA policies and directives implementing the NSEP program within the EPA for critical review, decision-making and approval by the EPA PO.

7. CONTINUITY OF OPERATIONS (COOP) PLANNING

The contractor shall provide technical support to EPA in the updating and implementation of the EPA COOP plan for headquarters and development of a method of ensuring a uniform capability exists amongst headquarters, regions, and field elements components. Specific sub-tasks the contractor shall perform are:

Sub-Task 7.1: Update the Multi-Year Strategy Planning document. All documents shall be reviewed and approved by the EPA PO prior to implementation and use.

Sub-Task 7.2: Provide a concept paper for ensuring a uniform capability exists amongst the headquarters, regions, and field elements components. All documents shall be reviewed and approved by the EPA PO prior to implementation and use.

Sub-Task 7.3: Based on criteria and technical guidance provided by the EPA PO, the contractor will periodically update the Continuity of Governance plan as an annex to the EPA Agency COOP plan.

Sub-Task 7.4: Based on criteria and technical guidance provided by the EPA PO, the contractor shall provide liaison and coordination support in the improvements to the operational support area in the Greater Washington Metropolitan Area.

Sub-Task 7.5: Based on criteria and technical guidance provided by the EPA PO, the contractor shall attend meetings in Washington D.C. such as the COOP working group and provide summary analysis meeting. Currently COOP working group meetings are held quarterly on a yearly basis.

Sub-Task 7.6: Based on criteria and technical guidance provided by the EPA PO, the contractor shall assist in the monthly or quarterly maintenance of the headquarters COOP essential personnel list including the automated notification functions (to include all hazards tiers/listings.) Contractor will abide by Privacy Act regulations and rules.

Sub-Task 7.7: Based on criteria and technical guidance provided by the EPA PO, the contractor shall attend meetings in Washington D.C. such as the COOP working group and provide summary analysis meeting. Currently COOP working group meetings are held quarterly on a yearly basis.

Sub-Task 7.8: Based on criteria and technical guidance provided by the EPA PO, the contractor shall also provide technical expertise in the development of AASHP COOP plans, specific to OSWER, (to include all-hazards development). Plans are review annually or bi-annually depending on recent events.

E. NSEP AND COOP TRAINING AND EXERCISE PROGRAM DEVELOPMENT AND ANALYSIS

The contractor shall provide support to NSEP and COOP training to be incorporated into the Office of Solid Waste and Emergency Response (OSWER)/DEM training program for the Agency. The contractor shall provide support for the exercise documentation as delineated in the sub-tasks listed below and deploy

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exercise controllers and data collector support personnel to field sites as dictated by the exercise scenario. Specific sub-tasks the contractor shall perform are:

Sub-Task 8.1: Based on criteria and technical guidance provided by the EPA PO for each external NSEP exercise in which EPA is a player, provide minimum of two (2) and a maximum of six (6) MSEL Items and the associated Implementers appropriate to the overall scenario and in accordance with EPA's goals and objectives for the exercise. For each internal EPA NSEP exercise develop a minimum of two (2) and a maximum of ten (10) MSEL Items and the associated Implementers for each headquarters program office and EPA region participating (as a player) in the exercise. MSEL Items and associated Implementers shall reflect actual potential events/incidents appropriate to the level of exercise play and overall scenario and be in accordance with the overall exercise goals and objectives. External exercises are anticipated once annually. Also contractor must be able to operate new DHS NxMSEL system to input and execute MSELs during exercise play.

Sub-Task 8.2: Based on criteria and technical guidance provided by the EPA PO for each NSEP or COOP exercise in which EPA organizational elements or personnel participate, prepare a draft report to include, as a minimum, a synopsis of EPA level of play; overall exercise goals and objectives and, if different, EPA's exercise goals and objectives; identification of issues raised and planning/preparedness shortfalls observed by EPA participants; a proposed list of immediate, near-term, mid-term, and long-term actions addressing the issues/shortfalls; and a list of all EPA participants with work phone, FAX, and mailing address.

Sub-Task 8.3: The contractor shall provide controllers, observers, and data collectors at headquarters and field locations as dictated by the exercise scenario, to maintain exercise flow and participant involvement, and document appropriate lessons learned.

Sub-Task 8.4: The contractor shall maintain and implement the COOP Training Plan.

9. NSEP Core COOP Program Evaluation

The contractor shall provide support to NSEP/COOP program by updating yearly Core COOP requirements document and providing analysis of COOP Programs by HQs Plan (including AAships plans) and Regional plus two major labs plans (Cincinnati and RTP.)

Sub-Task 9.1: Based on criteria and technical guidance provided by the EPA PO, the contractor shall maintain and update the Core COOP evaluation elements as COOP program elements change. Also, the contractor shall review each EPA program (Regions and 2 major labs) to validate viable plans and consistency of plans.

Sub-Task 9.2: Based on criteria and technical guidance provided by EPA PO, the contractor shall review all COOP plans, provide quick analysis and send one representative to each EPA Regions, 2 major labs (Cincinnati and RTP) plus HQs components to conduct an overview of COOP program against the Core COOP evaluation elements/criteria on a yearly or bi-yearly basis.

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Sub-Task 9.3: Based on criteria and technical guidance provided by EPA PO,

the contractor shall evaluate the FEMA evaluation program with the EPA evaluation program and provide analysis of compatibility and differences. The contractor shall also attend FEMA meetings and training on FEMA evaluation systems to maintain EPA portion of FEMA database.

18. EOF OPERATIONS AND-MAINTENANCE

The contractor shall provide on-site personnel to operate and provide for the daily management of the EPA owned ECF to:

- ensure the facility and all associated systems and equipment are maintained in a constant state of operational readiness as described in the EOF standard Operating Procedures (SOP) (to be provided via technical directive through the EPA PO); including adherence to all National Security Information protocols for secure areas.
- ensure the facility is capable of attaining full operational capability and supporting a full headquarters crisis management team for extended operational periods under emergency conditions;
- conduct operational testing and coordinate the maintenance of the EPA secure (STU-III and STE) telecommunications system to ensure a constant state of operational readiness and manage the associated NSA approved COMSEC account; and
- maintain facility SOP addressing the above areas of responsibility.
- maintain equipment (secure/non-secure) as part of the NCS 3-18 requirements
- maintain communication cars (GETS/WPS) as part of the NCS 3-10 requirements
- maintain list of AAShip NSI personnel/room accreditations

Details of the criteria to be met for "constant state of operational readiness", "full operational capability", the size and makeup of a "full headquarters crisis management team", "extended operational periods under emergency conditions", and the specific EOF location and current capabilities are available under separate classified cover (to be provided via a technical directive through the EPA PO). The EOF shall be manned by at least one contractor personnel at all times on all Federal work days from 0:00am to 4:38pm (EST) and during emergencies and exercises as specified in subtask 10.2. Specific Sub-tasks the contractor shall perform are:

Sub-Task 10.1: Provide on-site personnel to:
Operate and provide for the daily management of the EPA owned ECF to ensure the facility and all associated systems and equipment are maintained in a constant state of operational readiness and capable of attaining full operational capability and supporting a full headquarters crisis management team for extended operational periods under emergency conditions;

Provide orientation training and briefings to headquarters crisis management team members; NSEP Program Office staff, and authorized official visitors pertaining to the EOF's capabilities, operational readiness status, and activation procedures (historical average one orientation annually);

Operate all equipment daily and perform weekly operational tests on all systems;

Perform the manufacturer prescribed operator level preventive and corrective

the contractor shall evaluate the FEMA evaluation program with the EPA evaluation program and provide analysis of compatibility and differences. The contractor shall also attend FEMA meetings and training on FEMA evaluation systems to maintain EPA portion of FEMA database.

10. EOF OPERATIONS AND-MAINTENANCE

The contractor shall provide on-site personnel to operate and provide for the daily management of the EPA owned ECF to:

- ensure the facility and all associated systems and equipment are maintained in a constant state of operational readiness as described in the EOF standard Operating Procedures (SOP) (to be provided via technical directive through the EPA PO); including adherence to all National Security Information protocols for secure areas.
- ensure the facility is capable of attaining full operational capability and supporting a full headquarters crisis management team for extended operational periods under emergency conditions;
- conduct operational testing and coordinate the maintenance of the EPA secure (STU-III and STE) telecommunications system to ensure a constant state of operational readiness and manage the associated NSA approved COMSEC account; and
- maintain facility SOP addressing the above areas of responsibility.
- maintain equipment (secure/non-secure) as part of the NCS 3-10 requirements
- maintain communication cars (GETS/WPS) as part of the NCS 3-10 requirements
- maintain list of AAShip NSI personnel/room accreditations

Details of the criteria to be met for "constant state of operational readiness", "full operational capability", the size and makeup of a "full headquarters crisis management team", "extended operational periods under emergency conditions", and the specific EOF location and current capabilities are available under separate classified cover (to be provided via a technical directive through the EPA PO). The EOF shall be manned by at least one contractor personnel at all times on all Federal work days from 0:00am to 4:30pm (EST) and during emergencies and exercises as specified in subtask 10.2. Specific Sub-tasks the contractor shall perform are:

Sub-Task 10.1: Provide on-site personnel to:
Operate and provide for the daily management of the EPA owned ECF to ensure the facility and all associated systems and equipment are maintained in a constant state of operational readiness and capable of attaining full operational capability and supporting a full headquarters crisis management team for extended operational periods under emergency conditions;

Provide orientation training and briefings to headquarters crisis management team members; NSEP Program Office staff, and authorized official visitors pertaining to the EOF's capabilities, operational readiness status, and activation procedures (historical average one orientation annually);

Operate all equipment daily and perform weekly operational tests on all systems;

Perform the manufacturer prescribed operator level preventive and corrective

the contractor shall evaluate the FEMA evaluation program with the EPA evaluation program and provide analysis of compatibility and differences. The contractor shall also attend FEMA meetings and training on FEMA evaluation systems to maintain EPA portion of FEMA database.

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maintenance on all designated equipment and systems;

Sub-Task 10.2: Provide personnel to man and operate the EOC and support up to a full headquarters crisis management team for extended operational periods under emergency conditions and during exercises. The actual hours of operation and duration of the emergency/exercise may extend to 24 hours per day for days, weeks, or months. The contractor shall provide for emergency notification and recall of assigned and augmentation personnel and be prepared to perform the duties stipulated in Sub-Task 10.1 above for the following situations:

a. **Extended Daily Operations.** Operations are extended beyond the normal (8:00am - 4:30pm) duty day and week (Federal work days) but less than a full 24 hours and is expected to last less than 30 days. This situation may require that a second work shift be established and that personnel work weekends and Federal holidays. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours.

b. **Emergency Operations.** Operations are extended beyond the normal (8:00am - 4:30pm) duty day up to a full 24 hours with the potential to extend beyond 30 days including weekends and Federal holidays. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours and three work shifts for 24 hour operations.

Sub-Task 10.3: Full time contractor personnel assigned to this task may be required to participate in emergency operations, exercises, and/or training conducted at the EPA headquarters EOC in Washington, D.C. and/or other emergency operating sites. Specific dates, times, and location(s) of such operations, exercises, and training will be provided by the EPA PO.

Sub-Task 10.4: Maintain EPA approved SOPs for operations under all conditions addressing, Administration, Logistics, Security, Personnel, Operations, Emergency Notification, and Activation. All changes to SOPs shall be reviewed and approved for implementation and use by the EPA PO.

Sub-Task 10.5: Administer an NSA approved COMSEC account for the receipt, control, and subsequent destruction/turn-in of classified material, COMSEC equipment, and associated keying material with national security classifications of up to and including TS/SCI.

Sub-Task 10.6: Maintain the EPA secure (STU-III and STE) telecommunications system in a constant state of operational readiness and coordinate the distribution, maintenance, and turn-in of STU-III and STE equipment.

11. EPA HQ EOC OPERATIONS AND SUPPORT

The EOC shall be manned by at least one contractor personnel on all Federal work days from 7:00am to 5:30pm (EST) and during emergencies and exercises as specified in subtask 11.4. The contractor shall provide on-site personnel to support operations and daily management of the EPA owned EOC to:

a. ensure the facility and all associated communications systems and equipment are maintained in a constant state of operational readiness; conduct operational testing and coordinate the maintenance of the EPA secure (STU-III and STE) telecommunications system, secure computers, faxes, etc., if repair

maintenance on all designated equipment and systems;

Sub-Task 10.2: Provide personnel to man and operate the EOC and support up to a full headquarters crisis management team for extended operational periods under emergency conditions and during exercises. The actual hours of operation and duration of the emergency/exercise may extend to 24 hours per day for days, weeks, or months. The contractor shall provide for emergency notification and recall of assigned and augmentation personnel and be prepared to perform the duties stipulated in Sub-Task 10.1 above for the following situations:

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11. EPA HQ EOC OPERATIONS AND SUPPORT

The EOC shall be manned by at least one contractor personnel on all Federal work days from 7:00am to 5:30pm (EST) and during emergencies and exercises as specified in subtask 11.4. The contractor shall provide on-site personnel to support operations and daily management of the EPA owned EOC to:

a. ensure the facility and all associated communications systems and equipment are maintained in a constant state of operational readiness; conduct operational testing and coordinate the maintenance of the EPA secure (STU-III and STE) telecommunications system, secure computers, faxes, etc., if repair

maintenance on all designated equipment and systems;

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11. EPA HQ EOC OPERATIONS AND SUPPORT

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a. ensure the facility and all associated communications systems and equipment are maintained in a constant state of operational readiness; conduct operational testing and coordinate the maintenance of the EPA secure (STU-III and STE) telecommunications system, secure computers, faxes, etc., if repair

- or service maintenance, notify EOC Team Leader and PO.,
- b. ensure the facility is capable of attaining full operational capability and support of a full headquarters Emergency Operations Team for extended operational periods under national security emergency conditions; including adherence to all National Security Information protocols for secure areas.
 - c. maintain facility SOP addressing the above areas of responsibility (to be provided via a TDD through the PR).
 - d. maintain AAShip NSI personnel and room accreditations list
 - e. maintain NCS 3-10 GETS/WPS communications list

Sub-Task 11.1: Provide on-site personnel on all Federal work days from 7:00am to 5:30pm (EST) and during emergencies and exercises as specified in subtask 11.4 below to:

- a. Support the operations and daily management of the EPA EOC to ensure the facility and all associated equipment are maintained in a constant state of operational readiness and capable of supporting a full headquarters Emergency Operations Team for extended periods of time under national security emergency conditions.
- b. Perform daily, weekly and monthly operational tests of all systems in accordance with the EOC SDP, including operational tests with the EPA EOC and other emergency operation center sites.
- c. Perform the manufacturer prescribed operator level prevention and corrective maintenance on all equipment and systems excluding desktop computer systems;
- d. Implement and maintain approved SOPs for operations under all conditions addressing Administration, Logistics, Security, Personnel, Operations, Emergency Notification and Activation.
- e. Maintain list of AAShip National Security Information (NSI) personnel and room accreditations
- f. Maintain NCS 3-10 GETS/WPS list and process requests per NCS policy.
- g. As directed by technical directive, provide orientation training and briefings to headquarters Emergency Operations Team members, NSEP Program Office staff, and authorized official visitors pertaining to the EOCs capabilities, operational readiness status, and activation procedures.

Sub-Task 11.2. Security of Facility

- a. The contractor shall serve as the Alternate Facility Security Officer for the EOC and shall be responsible for the following:
 1. support in providing for the overall physical security of the EOC and the SAF and SCIF; per National Security Information protocols
 2. provide at least one person possessing a TS/SCI clearance; EOC access and visitor control;
 3. daily security check;
 4. opening and closing of the SAF and SCIF;
 5. maintaining and revising the facility security plan;
 6. management of the STU-III and STE phones assigned to the EOC
 7. management of a classified document control system for the NSEP program office and the EOC per ISOO, EPA NSI and EPA EOC SAF/SCIF SOPs.

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 7. management of a classified document control system for the NSEP program office and the EOC per ISOO, EPA NSI and EPA EOC SAF/SCIF SOPs.

Sub-Task 11.3. Document Review

Conduct daily review of all classified and unclassified communications (i.e. messages, cables, faxes, e-mail, etc.) received by the EOC, and distribute in accordance with appropriate guidance and EOC SOPs.

Sub-Task 11.4. Emergency Operations

Provide on-site personnel to support the EOC operations extended operational periods during national security emergencies and exercises. The actual hours of operation and duration of the emergency/exercise may extend to 24 hours per day for days, weeks, or months including weekends and Federal holidays. The contractor shall provide for emergency notification and recall of assigned and augmentation personnel and be prepared to perform the duties stipulated in SubTasks 11.1, 11.2, and 11.3 above for the following situations:

a. Extended Daily Operations. Operations are extended beyond the normal (7:00am - 5:30pm) duty day, but less than a full 24 hours, and is expected to last less than seven days. This situation may require that a second work shift be established. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours.

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IV. CONTRACTOR PERSONNEL REQUIREMENTS (SECURITY)

The scope of the work includes the handling of classified documents, reference materials and deliverables. Due to this requirement, all contractor personnel, at a minimum, must have a current Top Secret (TS) Security Clearance and meet the requirements to be granted SCI access. All contractor personnel must be American citizens.

All tasks under this contract will be performed on-site at the EPA Headquarters in Washington, D.C., with the exception of the EOC operations and maintenance which will be performed on-site at the EOP which is within the Greater Washington Metropolitan Area. Contractor personnel shall wear identification badges or other identifier which indicates the personnel are employed by a contractor and are not EPA employees. Further, voice mail boxes, e-mail, and other appropriate documents will identify contractor status.

The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's employees.

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**Attachment to Work Statement
Agency Personal Verification Procedures
for Contractor Personnel
October 2006**

Background: Homeland Security Presidential Directive 12 (HSPD-12), signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPD-12 are to enhance safety and security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common identification be: (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued by providers whose reliability has been established by an official accreditation process.

HSPD-12 and its common identification standard require personal identity verification (PIV), background investigations, and suitability determinations for all affected contractor and subcontractor personnel. In accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, contractors and subcontractors must comply with EPA's master plan for implementing HSPD-12.

a) Contractor Requirements for Personal Identity Verification of Contractor Personnel (including subcontractors)

Contractor Employees Requiring Access to EPA facilities or EPA Information Systems for at Least 24 Hours a Week for at Least 6 Months: All individual contractor employees whose work under the contract requires on-site access to an EPA controlled facility or logical access to an EPA information system for at least 24 hours a week for at least 6 months a year, will be required to undergo a background investigation in order to receive an EPA Personnel Access and Security System (EPASS) badge.

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a) Contractor Requirements for Personal Identity Verification of Contractor Personnel (including subcontractors)

Contractor Employees Requiring Access to EPA facilities or EPA Information Systems for at Least 24 Hours a Week for at Least 6 Months: All individual contractor employees whose work under the contract requires on-site access to an EPA controlled facility or logical access to an EPA information system for at least 24 hours a week for at least 6 months a year, will be required to undergo a background investigation in order to receive an EPA Personnel Access and Security System (EPASS) badge.

To begin the PIV process, the contractor should submit to the Contracting Officer Representative (COR) within ten (10) days of contract award or contract modification with this Attachment to Work Statement AAgency Personal Verification Procedures for Contractor Personnel, the following information in electronic format via secure means using the HSPD-12 Contractor Template found at <http://epa.gov/oam/>. The template was developed to assist in the transmission of the required contractor employee information in a uniform format. The template also contains drop down menus when entering data in various data cells. Specifically, the 8 data elements, Employee Type, Program Office, Work City and State, Birth State, Birth Country, Citizenship, Previous Investigation and Investigative Agency, contain drop down menus.

- Contract number;
- Contract expiration date;
- Name, address, and phone number of the Contractor Program Manager point of contact;
- Name, date of birth, place of birth (city, state, country), and Social Security Number for all contractor employees identified above. (NOTE: This information must be protected at all times, including during transmission, according to the requirements of the Privacy Act of 1974; see <http://www.epa.gov/privacy/>);
- Employee Type, Position, Email address, Program Office, Work City and State;
- An indication of which contractor employees are foreign nationals;
- Name of each contractor employee claiming to have a previous, favorably adjudicated Federal background investigation on record, and the name of the Federal Agency that required the investigation, and the completion date.

The contract-level COR will upload this information to the Office of Administrative Services Information System (OASIS) personnel security database.

After submission of the preliminary information, the contractor will be notified by the contract-level COR or PSB when to begin providing all information on Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and submit the form electronically to PSB via the Office of Personnel Management's (OPM's) Electronic Questionnaires for Investigations Processing (e-QIP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at <http://www.opm.gov/e-qip/reference.asp>. As part of the investigative and EPASS badging processes, contractor employees must be fingerprinted, photographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (FBI) for processing.

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- Employee Type, Position, Email address, Program Office, Work City and State;
- An indication of which contractor employees are foreign nationals;
- Name of each contractor employee claiming to have a previous, favorably adjudicated Federal background investigation on record, and the name of the Federal Agency that required the investigation, and the completion date.

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- An indication of which contractor employees are foreign nationals;
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Contractor employees with a favorably adjudicated Federal background investigation at the National Agency Check and Inquiries (NACI) level or above, completed within the past 5 years and verified by EPA, do not require an additional investigation unless one is requested by the Contracting Officer (CO) or Contract-level Contracting Officer Representative (COR). These employees must still be fingerprinted at a time and location specified by the COR.

In order to prevent any interruption of contractor services pending the completion of the OPM background investigation, the Office of Administrative Services (OAS) Security Management Division (SMD) has procedures in place to issue temporary or provisional badges.

When reporting in person, as directed by the contract-level COR, contractor employees must provide two forms of original identity source documents from the lists on Form I-9, DMB No. 1615-0047, Employment Eligibility Verification (available at <http://www.formi9.com/i-9.pdf>). At least one document shall be a valid State or Federal Government-issued picture identification.

Contractor Employees Requiring EPA Access for Less than 24 Hours a Week for 6 Months: These contractor employees may be subject to the above requirements, and may have limited and controlled access to facilities and information systems.

Foreign National Contractor Employees: To be eligible to work on-site at an EPA controlled facility or to access EPA information systems, a foreign national contractor employee must have been admitted to the U.S. on an Immigrant Visa or a Non-Immigrant Work Authorization Visa. Foreign nationals requiring access to an EPA controlled facility or EPA information system for at least 24 hours a week for at least 6 months a year must meet the above requirements for an EPASS badge, and in addition:

- In the Continuation Space on the SF 85P, provide the visa number, issuance location, and issuance date for the visa used for entry to the U.S;
-
- When presenting two identification source documents, as described above, provide at least one from List A on Form I-9.

When determining a foreign national contractor employee's eligibility for an EPASS badge, EPA will consider the type of visa presented (immigrant

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When determining a foreign national contractor employee's eligibility for an EPASS badge, EPA will consider the type of visa presented (immigrant

vs. non-immigrant) and the reciprocity agreement between the U.S. and the individual's country of origin. These considerations are in addition to the Red flag issues listed below.

Screening of the SF 85P: Information contained on the SF 85P may demonstrate that a contractor employee is not suitable to be given access to EPA facilities or information systems. PSB will screen information entered on the SF 85P prior to OPM initiating the background investigation. For individuals with admitted, derogatory information, issuance of an EPASS badge may be delayed pending further EPA review. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Contractors will only be notified by the COR if any contractor employee is found unsuitable to perform as a result of a background investigation, and must be immediately replaced by the contractor. The following are possible "red flags":

- **Employment** - Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);
- **Selective Service** - Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);
- **Police Records** - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF 85P);
- **Illegal Drugs** - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P).

b) Returning Badges

The contractor is responsible for ensuring that all badges are returned to the COR at the conclusion of the contract or when contractor on-site services are no longer required, or when an individual contractor employee leaves.

c) Subcontracts

These requirements must be incorporated into all subcontracts wherein employees work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system for 6 months or longer.

d) Appeals

Contractors have the right to appeal, in writing to the COR, a

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d) Appeals

Contractors have the right to appeal, in writing to the COR, a

determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

U.S. Environmental Protection Agency
Personnel Security Branch (Mail Code 3206M)
1200 Pennsylvania Avenue, NW
Washington, DC 20460

PSB's decision on behalf of the Agency will be final and not subject to further appeal.

e) Definitions

- EPA Information Systems means an information system [44 U.S.C. 3502(8)] used or operated by EPA, or a contractor of EPA or other organization on behalf of the Agency.
- EPA Controlled Facilities@ means:
 - EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which are under the jurisdiction, custody or control of the Agency;
 - EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;
 - Government-owned contractor-operated facilities, including laboratories;

The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal Employees are hosted unless specifically designated as such by the sponsoring department or agency.

- Foreign National@ means an individual who is not a United States citizen.

determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

U.S. Environmental Protection Agency
Personnel Security Branch (Mail Code 3286M)
1200 Pennsylvania Avenue, NW
Washington, DC 20460

PSB's decision on behalf of the Agency will be final and not subject to further appeal.

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- Foreign National@ means an individual who is not a United States citizen.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-09-13598	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3685R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (if other than item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (firms, street, county, State and ZIP Code)		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 11) 09/30/08	
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See the information in item 1 in the attachment on Page 2.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) B.5 Limitation of Funds Notice (EP 52.232-100) (APR 1984) & G.5 Contract Administration

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to fully fund the base period of the contract by \$221,470.00 and to add Ray Worley as the Alternate Project Officer of the Contract. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
15B. UNITED STATES OF AMERICA	15C. DATE SIGNED

NSN 7540-01-142-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0887	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-09-13598	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3685R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (if other than item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (firms, street, county, State and ZIP Code)		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 11) 09/30/08	
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See the information in item 1 in the attachment on Page 2.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) B.5 Limitation of Funds Notice (EP 52.232-188) (APR 1984) & G.5 Contract Administration

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to fully fund the base period of the contract by \$221,470.88 and to add Ray Worley as the Alternate Project Officer of the Contract. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
15B. UNITED STATES OF AMERICA	15C. DATE SIGNED

NSN 7540-01-142-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0807	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-09-13590	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3685R) 1288 Pennsylvania Avenue, N.W. Washington, DC 28468	7. ADMINISTERED BY (if other than item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (firms, street, county, State and ZIP Code)		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 11) 09/30/08	
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See the information in item 1 in the attachment on Page 2.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) B.5 Limitation of Funds Notice (EP 52.232-100) (APR 1984) & G.5 Contract Administration

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to fully fund the base period of the contract by \$221,478.00 and to add Ray Worley as the Alternate Project Officer of the Contract. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
15B. UNITED STATES OF AMERICA	15C. DATE SIGNED

NSN 7540-01-142-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

BASE Period:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
N9N060	09	T	D3N	ZZZD73	HQ00BM00		2505	\$221,470.00	P

2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through October 2009.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

	Previous Mod No.(Original Award)	This Mod No. 7	Revised Total
Est. Cost	\$(b)(4)		
Base Fee	\$		
Total	\$970,928.00	\$221,470.00	\$1,192,398.00

Base Period Current Contract Total (Contract Ceiling)	\$	1,192,398.00
Base Period Current Contract Total Funding This Mod		\$1,192,398.00
Amount Required to Fully Fund		\$0

3. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES

(EP 52.242-100) (AUG 1984)* has been modified. The text is as follows:

Alternate Project Officer(s) for this contract is:

Ray Worley
U.S. EPA CEPPPO
(5104A)
1200 Pennsylvania Ave.
Washington, DC 20460
(202) 564-8721
worley.ray@epa.gov

(EP 52.242-100) (AUG 1984)* has been modified. The text is as follows:

Alternate Project Officer(s) for this contract is:

Ray Worley
U.S. EPA CEPPPO
(5104A)
1200 Pennsylvania Ave.
Washington, DC 20460
(202) 564-8721
worley.ray@epa.gov

(EP 52.242-100) (AUG 1984)* has been modified. The text is as follows:

Alternate Project Officer(s) for this contract is:

Ray Worley
U.S. EPA CEPPPO
(5104A)
1200 Pennsylvania Ave.
Washington, DC 20460
(202) 564-8721
worley.ray@epa.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES								
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0008		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.								
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)								
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		(✓)		9A. AMENDMENT OF SOLICITATION NO.								
		(✓)		9B. DATED (SEE ITEM 11)								
		(✓)		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071								
		(✓)		10B. DATED (SEE ITEM 13) 09/30/08								
CODE FACILITY CODE												
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS												
<p>[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>												
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A												
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">(✓)</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td style="text-align: center;">X</td> <td>D. OTHER (Specify type of modification and authority) H.19 KEY PERSONNEL (EPAAR 1552.37-72) (FEB 1995) DEVIATION</td> </tr> </table>					(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	X	D. OTHER (Specify type of modification and authority) H.19 KEY PERSONNEL (EPAAR 1552.37-72) (FEB 1995) DEVIATION
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A											
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).											
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:											
X	D. OTHER (Specify type of modification and authority) H.19 KEY PERSONNEL (EPAAR 1552.37-72) (FEB 1995) DEVIATION											
E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.												
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) In accordance with Clause H.19, KEY PERSONNEL, the purpose of this modification is to change the Emergency Management Analyst position on the contract from, (b)(4) to (b)(4). All other terms and conditions previously set forth remain unchanged												

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section H clause entitled "Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager:

(b)(4)

Senior Emergency Management Analyst:

(b)(4)

Emergency Management Analyst:

(b)(4)

Emergency Operations Facility Manager:

(b)(4)

Senior Telecommunications Specialist:

(b)(4)

(retroactive start date of November 3, 2008)

Telecommunications Specialist:

(b)(4)

EOF Secured Access Facility Manager:

(b)(4)

(b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 120-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0009	3. EFFECTIVE DATE 10/01/09	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-09-14270	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (if other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		10A. MODIFICATION OF CONTRACT/ORDER NO.	10B. DATED (SEE ITEM 11)
CODE FACILITY CODE		EP-W-08-071	09/30/08

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
[] The above numbered solicitation is amended as set forth in item 11. The hour and date specified for receipt of Offers: [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See the information in item 1 in the attachment on Page 2.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.113(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Per clause B.1, B.3, B.4, B.5, F.5 and H.5

E. IMPORTANT: Contractor ☒ is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to:

- Exercise Option Period 1 from 10/1/09 to 9/30/10,
- Add funding to Option Period 1 in the amount of \$881,115.04
- Amend the government property clauses.

All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		CLAUDIA M. ARMSTRONG	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-115
STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0889	3. EFFECTIVE DATE 10/01/09	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-09-14270	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (if other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		10A. MODIFICATION OF CONTRACT/ORDER NO.	10B. DATED (SEE ITEM 11)
CODE FACILITY CODE		EP-W-08-071	09/30/08

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
[] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers: [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See the information in item 1 in the attachment on Page 2.

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X	D. OTHER (Specify type of modification and authority) Per clause B.1, B.3, B.4, B.5, F.5 and H.5

E. IMPORTANT: Contractor ☒ is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to:

- Exercise Option Period 1 from 10/1/09 to 9/30/10,
- Add funding to Option Period 1 in the amount of \$881,115.04
- Amend the government property clauses.

All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		CLAUDIA M. ARMSTRONG	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-905
STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0009	3. EFFECTIVE DATE 10/01/09	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-09-14270	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (if other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		10A. MODIFICATION OF CONTRACT/ORDER NO.	10B. DATED (SEE ITEM 11)
CODE FACILITY CODE		EP-W-08-071	09/30/08

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
[] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers: [] is extended, [] is not extended.

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(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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E. IMPORTANT: Contractor ☒ is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to:

- Exercise Option Period 1 from 10/1/09 to 9/30/10,
- Add funding to Option Period 1 in the amount of \$881,115.04
- Amend the government property clauses.

All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		CLAUDIA M. ARMSTRONG	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-101
STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

Option Period I:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/PROJECT	COST DRG	DBJ CLSS	AMOUNT	P / C
N9N860	89	T	D3N	ZZZD73	HQ88BM80		2S85	\$615,538.08	P
N9N875	89	T	D3N	ZZZD73	HQ00BM00		2505	\$265,585.04	C

2. Option Period I is exercised. The Start Date and End Date for this period of performance are as follows:

Start Date 10/01/09
End Date 09/30/10

3. The Section B clause entitled "LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 14,885 direct labor hours for the Option Period I which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 118 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

Option Period I:

DCN	BFYS	APPR NUMBER	DRG	PROGRAM ELEMENT	SITE/PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
N9N868	89	T	D3N	ZZZD73	HQ08BM80		2505	\$615,530.88	P
N9N075	89	T	D3N	ZZZD73	HQ08BM80		2585	\$265,585.84	C

2. Option Period I is exercised. The Start Date and End Date for this period of performance are as follows:

Start Date 10/01/09
End Date 09/30/10

3. The Section B clause entitled "LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 14,885 direct labor hours for the Option Period I which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

Option Period I:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/PROJECT	COST DRG	OBJ CLSS	AMOUNT	P / C
W9N868	89	T	D3N	ZZZD73	NQ00BM00		2505	\$615,530.88	P
N9N075	89	T	D3N	ZZZD73	HQ08BM80		2585	\$265,585.84	C

2. Option Period I is exercised. The Start Date and End Date for this period of performance are as follows:

Start Date 10/01/09
End Date 09/30/10

3. The Section B clause entitled "LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 14,885 direct labor hours for the Option Period I which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

4. The Section B clause entitled "ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)" has been modified. The text is as follows:

Option Period I Totals:

- (a) The estimated cost of this contract is \$ (b)(4)
- (b) The fixed fee is \$ (b)(4)
- (c) The total estimated cost and fixed fee is \$1,219,697

5. The Section B clause entitled "OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)" has been modified. The text is as follows:

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

	Base Period Ceiling	Option Period 1 Ceiling	Option Period 2 Ceiling	Option Period 3 Ceiling	Option Period 4 Ceiling
Travel/local and long distance	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000

6. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

Option Period I: (As of 10/1/09)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$ (b)(4) is allotted to cover estimated cost. Funds in the amount of \$ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through **October 2010**.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

Option Period I	
	This Mod No. 9
Est. Cost	\$(b)(4)
Base Fee	
Total	\$881,115.04

Option Period I Current Contract Total (Contract Ceiling)	\$1,219,697.00
Option Period I Current Contract Total Funding This Mod	\$881,115.04
Amount Required to Fully Fund	\$338,581.96

Base Period:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through October 2009.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

Base Period			
	Previous Mod No. (Original Award)	This Mod No. 7	Revised Total
Est. Cost	\$(b)(4)		
Base Fee	\$		
Total	\$970,928.00	\$221,470.00	\$1,192,398.00

Base Period Current Contract Total (Contract Ceiling)	\$1,192,398.00
Base Period Current Contract Total Funding This Mod	\$1,192,398.00
Amount Required to Fully Fund	\$0

7. The Section F clause entitled "PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)" has been modified. The text is as follows:

The period of performance of this contract shall be from 10/01/09 through 9/30/10 inclusive of all required reports.

6. The Section G clause entitled "GOVERNMENT PROPERTY (EPAAR 1552.245-70) (SEP 2009) DEVIATION" has been added. The text is as follows:

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Contract Property Administration Requirements**

1. **Purpose.** This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. **Contract Property Administration (CPAR)**

a. **EPA Delegation.** EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. **DCMA Re-delegation.** The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration.

Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

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Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

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c. *Disagreements.* Notwithstanding the delegation (s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. *Requests for Government Property.*

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

a. Contract number for which the property is required.

b. An item(s) description, quantity and estimated cost.

c. Certification that no like contractor property exists which could be utilized.

d. A detailed description of the task-related purpose of the property.

e. Explanation of negative impact if property is not provided by the Government.

f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. *Transfer of Government Property.* The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as, all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. *Records of Government Property.*

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

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c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:
Original to: CPC

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f. Distribution shall be as follows:
Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. *Disposition of Government Property.* The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. *Identification.* The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. *Reporting.*

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1 (j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>.

Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. *Disposition Instructions.*

(i) *Retention.* When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) *Return to EPA.* When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) *Transfer.* When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA

One copy: CO

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(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1 (j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>.

Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. *Disposition Instructions.*

(i) *Retention.* When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) *Return to EPA.* When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) *Transfer.* When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. *Disposition of Government Property.* The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. *Identification.* The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. *Reporting.*

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1 (j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>.

Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. *Disposition Instructions.*

(i) *Retention.* When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) *Return to EPA.* When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) *Transfer.* When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA

contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) **Sale.** If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) **Abandonment.** Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. **Decontamination.** In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. **Contract Closeout.** The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA.

In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element- In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and

contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) **Sale.** If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) **Abandonment.** Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. **Decontamination.** In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

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Attachment 1

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Attachment 1

Required Data Element- In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and

report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer;
Name of the contractor representative;
Business type;
Name and address of the contract property coordinator;
Superfund (Yes/No);
No. of Subcontractor/Alternate Locations

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

9. The Section G clause entitled "GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)" had the version changed. The text is as follows:

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated: _____

report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer;
Name of the contractor representative;
Business type;
Name and address of the contract property coordinator;
Superfund (Yes/No);
No. of Subcontractor/Alternate Locations

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

9. The Section G clause entitled "GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)" had the version changed. The text is as follows:

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated: _____

report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer;
Name of the contractor representative;
Business type;
Name and address of the contract property coordinator;
Superfund (Yes/No);
No. of Subcontractor/Alternate Locations

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

9. The Section G clause entitled "GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)" had the version changed. The text is as follows:

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated: _____

10. The Section G clause entitled "GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000)" has been deleted.

11. The Section H clause entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION" has been modified. The text is as follows:

The Government has the option to extend the term of this contract for four additional **one-year** period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is 14,885 direct labor hours for all four option periods. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover a base and Option Periods from:

Period	Start Date	End Date
Base Period	10/01/08	09/30/09
Option Period I	10/01/09	09/30/10
Option Period II	10/01/10	09/30/11
Option Period III	10/01/11	09/30/12
Option Period IV	10/01/12	09/30/13

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort Direct Labor Hours basic quantity
Base Year Period	14,885
Option Period I	14,885
Option Period II	14,885
Option Period III	14,885
Option Period IV	14,885

* To Be Completed at time of contract award

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

Period	Estimated Cost	Fixed Fee	Total
Base	\$ (b)(4)	\$ (b)(4)	\$1,192,398
Option Period I	\$	\$	\$1,219,697
Option Period II	\$	\$	\$1,250,472
Option Period III	\$	\$	\$1,286,837

Option Period IV \$(b)(4) \$(b)(4) \$1,325,322

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

Period Total ODCs (including travel)

	Base Period Ceiling	Option Period 1 Ceiling	Option Period 2 Ceiling	Option Period 3 Ceiling	Option Period 4 Ceiling
Travel/local and long distance	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0010	3. EFFECTIVE DATE 10/28/09	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (if other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		(/)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071 10B. DATED (SEE ITEM 11) 03/30/08
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
[] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(/)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Government Property (1552.245.70) Government Furnished Data (1552.245-71), Employment Eligibility Verification

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCF section headings, including solicitation/contract subject matter where feasible)
The purpose of this modification is to update Government Property Clauses and include Employment Eligibility Verification Clause. All other terms and conditions previously set forth remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
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NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0818	3. EFFECTIVE DATE 10/28/09	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (if other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		(/)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071 10B. DATED (SEE ITEM 11) 09/30/08
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
[] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(/)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Government Property (1552.245.78) Government Furnished Data (1552.245-71), Employment Eligibility Verification

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCF section headings, including solicitation/contract subject matter where feasible)
The purpose of this modification is to update Government Property Clauses and include Employment Eligibility Verification Clause. All other terms and conditions previously set forth remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
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NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0018	3. EFFECTIVE DATE 10/28/09	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1288 Pennsylvania Avenue, N.W. Washington, DC 20468	7. ADMINISTERED BY (if other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) X-EETO, INC. 0725 NW 18TH TER SUITE 304 Miami, FL 33172		(/)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071 10B. DATED (SEE ITEM 11) 09/30/08
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
[] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

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	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Government Property (1552.245.70) Government Furnished Data (1552.245-71), Employment Eligibility Verification

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCF section headings, including solicitation/contract subject matter where feasible)
The purpose of this modification is to update Government Property Clauses and include Employment Eligibility Verification Clause. All other terms and conditions previously set forth remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
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NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section G clause entitled "GOVERNMENT PROPERTY (EPAAR 1552.245-70) (SEP 2089) DEVIATION" has been modified. The text is as follows:

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency
Contract Property Administration Requirements

1. **Purpose.** This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. **Contract Property Administration (CPAR)**

a. **EPA Delegation.** EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. **DCMA Re-delegation.** The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration.

Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the

MODIFICATIONS TO THE CONTRACT

1. The Section G clause entitled "GOVERNMENT PROPERTY (EPAAR 1552.245-78) (SEP 2089) DEVIATION" has been modified. The text is as follows:

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

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administrative CO assigned to this contract and the CPC.

c. *Disagreements.* Notwithstanding the delegation (s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. *Requests for Government Property.*

In accordance with FAR 45.182, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

a. Contract number for which the property is required.

b. An item(s) description, quantity and estimated cost.

c. Certification that no like contractor property exists which could be utilized.

d. A detailed description of the task-related purpose of the property.

e. Explanation of negative impact if property is not provided by the Government.

f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. *Transfer of Government Property.* The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as, all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. *Records of Government Property.*

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not

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practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

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f. Distribution shall be as follows:
Original to: CPC
One copy: CO

g. Contractors are required to comply with GSA and DDE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. **Disposition of Government Property.** The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. **Identification.** The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. **Reporting.**

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1 (j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>.

Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. **Disposition Instructions.**

(i) **Retention.** When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) **Return to EPA.** When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

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(iv) **Sale.** If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) **Abandonment.** Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. **Decontamination.** In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. **Contract Closeout.** The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA.

In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element- In addition to the requirements of FAR 52.245-1(f)(vi),

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direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

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(v) **Abandonment.** Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. **Decontamination.** In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. **Contract Closeout.** The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA.

In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element- In addition to the requirements of FAR 52.245-1(f)(vi),

Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer;
Name of the contractor representative;
Business type;
Name and address of the contract property coordinator;
Superfund (Yes/No);
No. of Subcontractor/Alternate Locations

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

2. The Section G clause entitled "GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)" has been modified. The text is as follows:

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated:N/A

Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer;
Name of the contractor representative;
Business type;
Name and address of the contract property coordinator;
Superfund (Yes/No);
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Name of the contractor representative;
Business type;
Name and address of the contract property coordinator;
Superfund (Yes/No);
No. of Subcontractor/Alternate Locations

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

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3. The Section I clause entitled "EMPLOYMENT ELIGIBILITY VERIFICATION (FAR 52.222-54) (MAY 2009)" has been added. The text is as follows:

(a) **Definitions.** As used in this clause—
 "Commercially available off-the-shelf (COTS) item"—
 (1) Means any item of supply that is—
 (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
 (ii) Sold in substantial quantities in the commercial marketplace; and
 (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
 (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.
 "Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—
 (1) Normally performs support work, such as indirect or overhead functions; and
 (2) Does not perform any substantial duties applicable to the contract.
 "Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
 "Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.
 "United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.
 (b) **Enrollment and verification requirements.** (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify

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 (b) **Enrollment and verification requirements.** (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify

at time of contract award, the Contractor shall--

- (i) *Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) *Verify all new employees*. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b) (3) of this section); and
- (iii) *Verify employees assigned to the contract*. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b) (4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) *All new employees*. (A) *Enrolled 90 calendar days or more*. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b) (3) of this section); or
- (B) *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b) (3) of this section); or
- (ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b) (4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the

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Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of-

(i) Enrollment in the E-Verify program; or
(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:

<http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret,

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(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:

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(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret,

or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for—* (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

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(3) Includes work performed in the United States.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071
		(✓)	10B. DATED (SEE ITEM 13) 09/30/08
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended. [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) H.19 Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to change the EOF Secured Access Facility Manager from (b)(4) to (b)(4). All other terms previously set forth remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section H clause entitled "Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager:

(b)(4)

Senior Emergency Management Analyst:

(b)(4)

Emergency Management Analyst:

(b)(4)

Emergency Operations Facility Manager:

(b)(4)

Senior Telecommunications Specialist:

(b)(4)

(retroactive start date of November 3, 2008)

Telecommunications Specialist:

(b)(4)

EOF Secured Access Facility Manager:

(b)(4)

(b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 120-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071
CODE FACILITY CODE			10B. DATED (SEE ITEM 11) 09/30/08

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) H.19 KEY PERSONNEL (EPAAR 1552.237-72) (FEB 1995) DEVIATION

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the Issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to change the Senior Emergency Management Analyst from (b)(4) to (b)(4). All other terms previously set forth remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
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Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY CODE Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		7. ADMINISTERED BY (if other than item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) X-EETO, INC. 8725 NW 18TH TER SUITE 304 Miami, FL 33172		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071
			10B. DATED (SEE ITEM 11) 09/30/08
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) H.19 KEY PERSONNEL (EPAAR 1552.237-72) (FEB 1995) DEVIATION

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add (b)(4) to the Contract as an Emergency Management Analyst. All other terms previously set forth remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLAUDIA M. ARMSTRONG	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
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STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section H clause entitled "Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager:

(b)(4)

Senior Emergency Management Analyst:

(b)(4)

Emergency Management Analyst:

(b)(4)

Emergency Operations Facility Manager:

(b)(4)

Senior Telecommunications Specialist:

(b)(4)

(retroactive start date of November 3, 2008)

Telecommunications Specialist:

(b)(4)

EOF Secured Access Facility Manager:

(b)(4)

(b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 120-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.